



I-06-009

Contract # 3760  
(Obtain from City Clerk)**CONTRACT REVIEW/APPROVAL ROUTING FORM****INSTRUCTIONS:****1. First time original contracts**

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

**2. Amendments/Change Orders**

- a) Contact City Clerk's Office for a NEW Contract #
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

**CONTRACT DESCRIPTION**

**Originator:** Lynn Cheeney **Routed by:** \_\_\_\_\_  
**Department/Division:** PRCs **Date:** 5/1/06

**Type of Contract:** ☐ (C) Building Construction ☐ (L) Lease Agreement ☒ (I) Intergov't Agreement  
☐ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other  
☐ (GR) Grants ☐ (S) Purchase of Services (all types)

**CONTRACT TITLE:** Resident rate and scholarship provisions to Lake Forest Park residents

**Brief Description of Services:** Agreement with the City of Lake Forest Park to reimburse the City of Shoreline for resident rate difference and scholarships used by LFP residents.

**Contract Modification:** Has the original contract boilerplate language been modified? ☒ N ☐ Y If yes, list which sections have been modified. \_\_\_\_\_

**Bid/RFP Number:** \_\_\_\_\_

**Name of Consultant/Contractor** City of Lake Forest Park

**Effective Date:** Upon execution **Termination Date:** Continuous.

**Total Amount of Contract:** \$7,000.00/ year **OrgKey # & Object #** \_\_\_\_\_

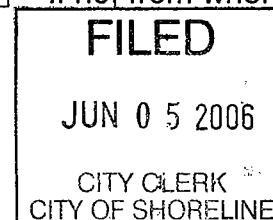
(including reimbursable expenses)

**J/L #** (if required) \_\_\_\_\_

Is there sufficient funds in the current budget to cover this contract? ☐ Y ☐ N If no, from where are the additional funds coming? \_\_\_\_\_

**Payment Terms** (monthly installments, progress payments, etc.): Billed quarterly

**Remarks:** \_\_\_\_\_

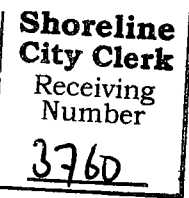
**SIGNATURE ROUTING:**

- ☒ 1. Project Manager/Director
- ☒ 2. Risk Mgmt/Budget
- ☒ 3. City Attorney
- ☒ 4. Send to Consultant for signature (only send contract documents)
- ☒ 5. City Council Approval (if required)

RL obj. L. Cheeney  
5/1/06  
5/12/06  
4/10/06  
(mo/day/year)

- ☐ 6. City Manager (if required)
- ☒ 7. Dept. Director (if authorized)
- ☒ 8. City Clerk
- ☒ 9. Purchasing

**Date**  
5-15-06  
6/5/06



**INTERLOCAL AGREEMENT**  
**Between the City of Shoreline and the City of Lake Forest Park**  
**Regarding Access to Parks and Recreation Programs**

THIS IS AN AGREEMENT between the City of Shoreline ("Shoreline"), and the City of Lake Forest Park ("Lake Forest Park"), municipal corporations of the State of Washington.

WHEREAS, each City is authorized to enter into agreements with the other, pursuant to R.C.W Chapter 39.34 (Interlocal Cooperation Act); and

WHEREAS, Shoreline has a comprehensive recreation program; and

WHEREAS, Lake Forest Park has no programs and desires to have their citizens take advantage of recreation opportunities at Shoreline resident rates; and

WHEREAS, Lake Forest Park has allocated funds in the 2006 budget to provide participation of its residents in Shoreline programs including scholarships for low income participants; and

WHEREAS, sharing resources with our neighboring communities benefits both cities; now therefore

IN CONSIDERATION of the mutual covenants of this Agreement, Shoreline and Lake Forest Park agree as follows:

**1. Shoreline's Obligations**

- 1.1 Shoreline will allow residents of the Lake Forest Park to register for Shoreline Parks and Recreation classes at the advertised Shoreline resident rate.
- 1.2 Shoreline will bill Lake Forest Park at the end of each quarter the difference between the resident and non resident rate for participation of Lake Forest park residents up to \$5,000 per year.
- 1.3 Shoreline will provide forms for low income participants to complete which are identical to current forms used by the Shoreline Parks and Recreation Department for their Scholarship Program. All policies and procedures will be adhered to for Lake Forest Park participants.
- 1.4 Shoreline will bill Lake Forest Park at a rate of \$50/participant not to exceed a total of \$2,000 for 2006 for qualified Lake Forest Park participants in the Scholarship Program.
- 1.5 Shoreline will provide a quarterly service report along with its invoice to Lake Forest Park.

**2. Lake Forest Park's Obligations**

- 2.1 Lake Forest Park shall pay Shoreline up to \$5,000 per year for Lake Forest Park class participants in addition to payment of up to \$2,000 per year for Lake Forest Park scholarship participants, to be invoiced quarterly.

**3. Indemnity**

- 3.1 Shoreline shall indemnify and hold harmless Lake Forest Park and its officers, agents and employees, from and against any and all claims, actions, suits liability,

loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Shoreline, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Lake Forest Park or Lake Forest Park and Shoreline, Shoreline shall defend the same at its sole cost and expense; and if final judgment be rendered against Lake Forest Park and its officers, agents, and employees or jointly against Lake Forest Park and Shoreline and their respective officers, agents and employees, Shoreline shall satisfy the same.

4. Duration

- 4.1 This agreement is effective upon execution and shall continue in effect unless terminated under Section 5.

5. Termination Process

- 5.1 Either party may terminate this agreement by providing sixty (60) days written notice to the other party. Any expenses incurred by Shoreline prior to termination shall be reimbursed.

6. General Provisions

- 6.1 This Agreement may be amended by mutual written agreement of the parties.
- 6.2 No waiver by any party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.
- 6.3 This Agreement shall be administered by the Shoreline Parks, Recreation and Cultural Services Director or his designee. Lake Forest Park shall designate a contact person for purposes of consulting on the program. Each party shall notify the other of its designee or of a change in designee.

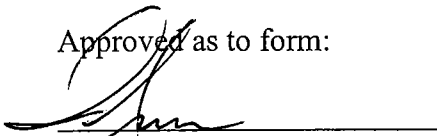
IN WITNESS WHEREOF the parties have executed this Agreement the 15<sup>th</sup> day of May, 2006.

City of Shoreline



By:  
Robert L. Olander  
Interim City Manager

Approved as to form:

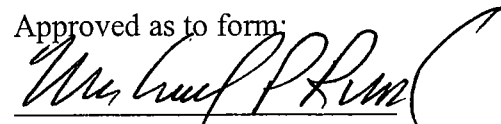
  
Ian R. Sievers, City Attorney

City of Lake Forest Park



By:  
David R. Hutchinson  
Mayor

Approved as to form:

  
Michael P. Ruark, City Attorney